

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clothesline Acquisition Corporation		08/04/2008	CORPORATION: MISSOURI
Angelica Corporation		08/04/2008	CORPORATION: MISSOURI

## RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	191 Peachtree Street, N.E., Suite 3800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	an Alabama banking corporation: ALABAMA

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0578857	ANGELICA
Registration Number:	2719755	ANGELINK
Registration Number:	1930566	ANGELICA
Registration Number:	2851045	ANGELICA
Registration Number:	2986128	DELIVERING LINEN MANAGEMENT SOLUTIONS EVERYDAY!
Registration Number:	0869021	ANGELICA-PREST
Serial Number:	78743476	ANGELICA

## CORRESPONDENCE DATA

Fax Number: (404)522-8409  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-420-5527  
 Email: rbirdwell@phrd.com  
 Correspondent Name: Rhonda J. Birdwell, Paralegal -- PHRD

900113895

TRADEMARK  
 REEL: 003836 FRAME: 0091

CH \$190.00 0578857

Address Line 1: 285 Peachtree Center Avenue  
Address Line 2: 1500 Marquis Two Tower  
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER: 3717-52 (PROJECT SHEET)

NAME OF SUBMITTER: Bobbi Acord

Signature: /ba/

Date: 08/15/2008

**Total Attachments: 13**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made this 4th day of August, 2008, between **REGIONS BANK**, an Alabama banking corporation having an office at 191 Peachtree Street, N.E., Suite 3800, Atlanta, Georgia 30303, in its capacity as agent (hereinafter referred to, together with its successors and assigns in such capacity, as "Agent") for the Lenders (as hereinafter defined), **CLOTHESLINE ACQUISITION CORPORATION**, a Missouri corporation having its principal place of business at 120 South Central Avenue, Clayton, Missouri 63105 ("Clothesline"), and **ANGELICA CORPORATION**, a Missouri corporation having its principal place of business at 424 South Woods Mill Road, Chesterfield, Missouri 63017-3406 ("Angelica"; Clothesline and Angelica are hereinafter referred to individually and collectively as the "Company").

### Recitals:

The Company and certain affiliates of the Company (such affiliates and the Company are hereinafter collectively referred to as "Borrowers") desire to obtain loans and other financial accommodations from certain financial institutions ("Lenders") that are parties from time to time to that certain Loan and Security Agreement dated August 4, 2008, (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among the Company, Agent, Lenders and certain other parties designated as "Guarantors" thereunder.

Lenders are willing to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms of the Loan Agreement, provided that the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees with Agent as follows:

1. Each capitalized term used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meaning ascribed to such term in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and termination of the Commitments; and the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia.

2. To secure the prompt payment and performance of all of the Obligations, the Company hereby grants, assigns and pledges to Agent, for the benefit of itself and Lenders (collectively, the "Secured Parties"), a continuing security interest in and Lien upon all of the following property of the Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from

time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Secured Parties that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Exhibit A attached hereto, enforceable against Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) The Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 5 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons, except Permitted Liens.

4. The Company covenants and agrees with Secured Parties that:

(a) The Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, except to the extent that the failure to maintain the quality of such products constitutes a Permitted Asset Disposition;

(b) The Company will not change the quality of the products associated with the Trademarks without Agent's prior written consent unless such change constitutes a Permitted Asset Disposition; and

(c) Except for Permitted Asset Dispositions, the Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Until Full Payment of the Obligations, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of the Company in the Ordinary Course of Business, and shall not become a party to any agreement with any Person that is inconsistent with the Company's obligations under this Agreement.

6. If, before Full Payment of the Obligations, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent notice thereof in writing promptly, and in any event within ninety (90) days.

7. The Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 6 hereof.

8. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under any other applicable law.

9. Upon Full Payment of the Obligations, Agent shall promptly execute and deliver to the Company all such releases and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks.

10. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and

Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise in protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Company **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable for Base Rate Loans.

12. The Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of material infringements detected. The Company shall have the duty to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are reasonable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless the Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this paragraph 13.

14. If the Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Agent may discharge such obligations in the Company's name or in Agent's name, in Agent's sole discretion, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

15. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or

thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

20. The Company hereby waives notice of Agent's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

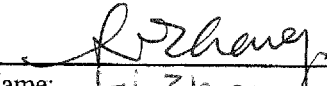
**22. To the fullest extent permitted by applicable law, the Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[Remainder of page intentionally left blank; signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal  
on the day and year first written above.

**COMPANY:**

**CLOTHESLINE ACQUISITION  
CORPORATION**

By:   
Name: Li Zheng  
Title: Vice President



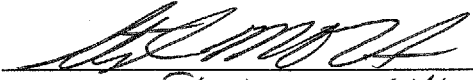
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal  
on the day and year first written above.

COMPANY:

**CLOTHESLINE ACQUISITION  
CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ANGELICA CORPORATION**

By:   
Name: Stephen M. O'Hara  
Title: President & CEO

[Signatures continued on following page.]

Accepted:

AGENT:

REGIONS BANK, as Agent

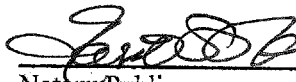
By: David L. Coody  
Name: David L. Coody  
Title: Senior Vice President

STATE OF New York §  
COUNTY OF New York §

BEFORE ME, the undersigned authority, on this day personally appeared Li Zhang, the Vice President of **CLOTHESLINE ACQUISITION CORPORATION**, a Missouri corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 4<sup>th</sup> day of August, 2008.

**GARRETT S. HO**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 02HO6153977**  
**Qualified in New York County**  
**My Commission Expires October 23, 2010**

  
Notary Public  
My Commission Expires:

[NOTARIAL SEAL]

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ of **ANGELICA CORPORATION**, a Missouri corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

[NOTARIAL SEAL]

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ of **CLOTHESLINE ACQUISITION CORPORATION**, a Missouri corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

[NOTARIAL SEAL]

STATE OF Missouri §  
COUNTY OF St. Louis §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen M. O'Hara, the President & CEO of **ANGELICA CORPORATION**, a Missouri corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 4<sup>th</sup> day of August, 2008.

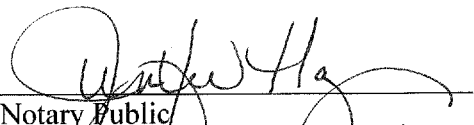
Kim D. Simon  
Notary Public  
My Commission Expires:

[NOTARIAL SEAL] **KIM D. SIMON**  
Notary Public - Notary Seal  
State of Missouri  
St. Louis County  
My Commission Expires Oct. 29, 2010  
Commission # 06427113

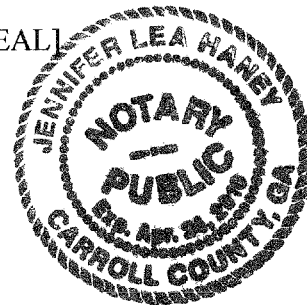
STATE OF GEORGIA     §  
                                  §  
COUNTY OF FULTON   §

BEFORE ME, the undersigned authority, on this day personally appeared David L. Gady,  
the Senior Vice President of **REGIONS BANK**, an Alabama banking corporation,  
as Agent, known to me to be the person whose name is subscribed to the foregoing instrument,  
and acknowledged to me that he executed the same for the purposes and consideration therein  
expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 4<sup>th</sup> day of  
August, 2008.

  
Notary Public  
My Commission Expires: April 24, 2010

[NOTARIAL SEAL]



## **EXHIBIT A**

### **Trademarks**

<b>Trademark</b>	<b>Country/State</b>	<b>Registration Number</b>	<b>Application/ Registration Date</b>
ANGELICA (Stylized)	Australia	A110664	7/22/1952
ANGELICA	Austria	64888	7/24/1969
ANGELICA	Benelux	76620	11/30/1971
ANGELICA	Bulgaria	20705	6/21/1993
ANGELICA/	Canada	41198	2/3/1992
ANGELIQUE	Canada	159843	6/7/1998
ANGELICA CAREER FASHIONS	Canada	181110	3/25/1970
ANGELICA	Chile	358711	8/21/1990
ANGELICA (Stylized)	Costa Rica	70722	9/4/1989
ANGELICA	Denmark	2281-1959	4/4/1959
ANGELICA	European Community	76919	4/1/1996
ANGELICA	Finland	126891	7/5/1993
ANGELICA	France	1390787	6/25/1962
ANGELICA	Germany	931928	3/11/1969
ANGELICA	Guatemala	11720	10/27/1959
ANGELICA	Hungary	135231	12/4/1991
ANGELICA	Ireland	1155973	1/19/1985
ANGELICA	Israel	87311	4/6/1995
ANGELICA	Italy	254621	12/17/1969
ANGELICA (Stylized)	Japan	551462	5/30/1960
ANGELICA	Korea	20655	12/15/1970
ANGELICA	Korea	20656	12/15/1970
ANGELICA	Mexico	393117	4/11/1991
ANGELICA	New Zealand	52285	7/23/1952
ANGELICA	Norway	53544	5/8/1959
ANGELICA	Panama	32361	8/30/1983
ANGELICA	Panama	32360	8/30/1983
ANGELICA	Panama	364468	8/21/1984
ANGELICA	Poland	77241	12/30/1991
ANGELICA	Portugal	279684	1/14/1992
ANGELICA	Romania	27069	1/20/1992
ANGELICA	Serbia & Montenegro	231991	12/3/1991
ANGELICA	Slovakia	172532	11/29/1991
ANGELICA (Stylized)	Spain	707350	10/13/1976
ANGELICA	Sweden	87975	10/9/1959
ANGELICA	Switzerland	239826	3/18/1969
ANGELICA	Taiwan	570775	9/16/1992
ANGELICA	Turkey	29901	11/11/1963
ANGELICA	United Kingdom	1567164	3/29/1994
ANGELICA	United Kingdom	1567165	3/29/1994
ANGELICA (Stylized)	USA	578857	8/18/1953
ANGELLINK	USA	2719755	5/27/2003

<b>Trademark</b>	<b>Country/State</b>	<b>Registration Number</b>	<b>Application/ Registration Date</b>
ANGELICA	USA	1930566	10/31/1995
ANGELICA	USA	2851045	6/8/2004
DELIVERING LINEN MANAGEMENT SOLUTIONS EVERYDAY!	USA	2986128	8/16/2005
ANGELICA-PREST	USA	869021	5/6/1989

Trademark Applications

<b>Trademark</b>	<b>Country/State</b>	<b>Serial Number</b>	<b>Application Date</b>
ANGELICA	USA	78/743476	10/31/2005